

No. 1000

RESTRICTIVE COVENANTS

WHEREAS, Modern Homes, Inc., A Wyoming Corporation, of Casper, Natrona County, Wyoming, is owner of all of the lots in the Ranchero Subdivision of Section 5, Township 33 North, Range 75 West of the 6th P.M., in Converse County, Wyoming according to a certain plat recorded on the 13 day of October, 1970 in Book 2, at Page 55 of the Records of Converse County, Wyoming; and for the mutual benefit of all of the subsequent owners of the lots comprising said subdivision, do hereby impose on said premises the covenants and restrictions hereinafter set forth, which covenants are to run with the land and bind the owners or occupants of such properties, as herein outlined.

NOW, THEREFORE, Modern Homes, Inc., the undersigned does hereby declare that the real property described in, and heretofore referred to, is and shall be held, transferred, and conveyed subject to the conditions, restrictions, covenants, reservations, easements, liens, and charges hereinafter set forth.

1. The land use and building type.

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted on any lot other than one detached single family dwelling, and a private garage of not more than two cars.

2. Building Location.

No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines as provided by the Town of Glenrock Ordinance appertaining thereto. In any event, no buildings shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street. No dwelling or garage shall be located closer than 10 feet to a side lot line. No dwellings or garages shall be located on any interior lot nearer than 10 feet to the rear lot line.

For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

3. No lot may be subdivided into smaller building lots.

4. Floor areas.

No dwelling shall be constructed having a habitable floor area of less than 900 feet with a full basement and 1000 feet without a basement and which shall cost less than 15,000 -- based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size.

5. Easements.

Easements for installation and maintenance of utilities and drainage facilities are reserved as indicated and shown on the plat designating the Ranchero Subdivision, and recorded in Book 2, at Page 55 of the Records of Converse County, Wyoming.

6. Nuisances.

No noxious, offensive trade or activity, or commercial, industrial, or professional business or activity shall be carried on upon any building site, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7. Temporary Structures.

No structure of a temporary character, including trailers, basement, tent, shack, garage, barn, or other outbuilding, shall be used on any lot at any time as a residence either temporarily or permanently. All construction shall be new.

8. Signs.

No sign of any kind shall be displayed to the public view on any lot except one sign of no more than five square feet advertising the property for sale or rent when necessary, or signs used by a building contractor to advertise the property during the construction and sales work period.

9. Oil and Mine Operations.

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot. Grantors expressly reserve the right of ingress and egress for mineral development.

10. Livestock and poultry.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

11. Garbage and Refuse Disposal.

No lot shall be used or maintained as a dumping ground. Rubbish, trash, garbage, or other waste shall not be kept except in a commercial sanitary container or containers with lids and handles, not to exceed 30 gallons for each container. All incineration or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition out of sight and off the street, except on regular pick up days for the removal of the same.

12. Yard fences, wall, or hedges may extend only from the rear of the lot to the front of the house thereon, and there shall be no front yard fencing, walls, or hedges.

13. No antenna or aerial used for television, radio, or any other purpose, shall be more than nine feet in height above the roof line of individual residences unless approved by the architectural committee in writing.

14. No individual sewage disposal system, cesspool, or septic tank shall be permitted on any building site.

15. Each dwelling built on this subdivision shall be equipped with a garbage disposal.

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of 35 years from the date these covenants are recorded. After such time said covenants shall be automatically extended for a successive period of 10 years, or by agreement of owners of lots in said subdivision.

It is expressly understood that the covenants herein may be amended and changed by any instrument signed by two-thirds or more of the owners of the lots agreeing to such change.

Enforcement shall be through the architectural control committee or by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, or to restrain violation or to recover damages.

The architectural control committee shall make decisions on such matters not clearly defined by these covenants, or such matter appertaining to the ultimate development of the subdivision. Such decisions will be given no later than thirty days from the date of complaint.

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MEMBERSHIP. The Architectural Control Committee is composed of Glenn Cooper, Glenrock, Wyoming, Gerald E. Schmidt, 72 Magnolia, Casper, Wyoming, and Rae Keller, 118 Huber, Casper, Wyoming. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties:

PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

IN WITNESS WHEREOF, the parties hereto have set their hands the 10 day of October, 1970

MODERN HOMES, INC.

By:

Gerald E. Schmidt
Gerald E. Schmidt, President

